

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

Case No. 2:22-cv-09162-JLS-MAR

JAY SHEK, an individual,  
Plaintiff,  
CHARLES SCHWAB & CO., INC., a  
corporation; and DOES 1 through 50,  
Defendants.

**STIPULATED PROTECTIVE  
ORDER**

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all

1 disclosures or responses to discovery and that the protection it affords from  
2 public disclosure and use extends only to the limited information or items that  
3 are entitled to confidential treatment under the applicable legal principles. The  
4 parties further acknowledge, as set forth in Section XIII(C), below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information  
6 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
7 and the standards that will be applied when a party seeks permission from the  
8 Court to file material under seal.

## 9 **II. GOOD CAUSE STATEMENT**

10 A. This action is likely to involve trade secrets, customer information, and  
11 other valuable research, development, commercial, financial, technical and/or  
12 proprietary information for which special protection from public disclosure and  
13 from use for any purpose other than prosecution of this action is warranted.

14 Such confidential and proprietary materials and information consist of, among  
15 other things, confidential business or financial information, information  
16 regarding confidential business practices, or other confidential research,  
17 development, or commercial information (including information implicating  
18 privacy rights of third parties), information otherwise generally unavailable to  
19 the public, or which may be privileged or otherwise protected from disclosure  
20 under state or federal statutes, court rules, case decisions, or common law.

21 Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that  
24 the parties are permitted reasonable necessary uses of such material in

1 preparation for and in the conduct of trial, to address their handling at the end  
 2 of the litigation, and serve the ends of justice, a protective order for such  
 3 information is justified in this matter. It is the intent of the parties that  
 4 information will not be designated as confidential for tactical reasons and that  
 5 nothing be so designated without a good faith belief that it has been maintained  
 6 in a confidential, non-public manner, and there is good cause why it should not  
 7 be part of the public record of this case.

### 8 **III. DEFINITIONS**

9 A. Action: This pending federal law suit.

10 B. Challenging Party: A Party or Non-Party that challenges the designation  
 11 of information or items under this Order.

12 C. “CONFIDENTIAL” Information or Items: Information (regardless of how  
 13 it is generated, stored or maintained) or tangible things that qualify for  
 14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 15 the Good Cause Statement.

16 D. Counsel: Outside Counsel of Record and House Counsel (as well as their  
 17 support staff).

18 E. Designating Party: A Party or Non-Party that designates information or  
 19 items that it produces in disclosures or in responses to discovery as  
 20 “CONFIDENTIAL.”

21 F. Disclosure or Discovery Material: All items or information, regardless of  
 22 the medium or manner in which it is generated, stored, or maintained  
 23 (including, among other things, testimony, transcripts, and tangible things), that  
 24

1 are produced or generated in disclosures or responses to discovery in this  
2 matter.

3 G. Expert: A person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 H. House Counsel: Attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9 I. Non-Party: Any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11 J. Outside Counsel of Record: Attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and  
13 have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 K. Party: Any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and  
17 their support staffs).

18 L. Producing Party: A Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 M. Professional Vendors: Persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or  
23 medium) and their employees and subcontractors.  
24

1 N. Protected Material: Any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3 O. Receiving Party: A Party that receives Disclosure or Discovery Material  
4 from a Producing Party.

5 **IV. SCOPE**

6 A. The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any testimony, conversations, or  
10 presentations by Parties or their Counsel that might reveal Protected Material.

11 B. Any use of Protected Material at trial shall be governed by the orders of  
12 the trial judge. This Order does not govern the use of Protected Material at trial.

13 **V. DURATION**

14 A. Even after final disposition of this litigation, the confidentiality  
15 obligations imposed by this Order shall remain in effect until a Designating  
16 Party agrees otherwise in writing or a court order otherwise directs. Final  
17 disposition shall be deemed to be the later of (1) dismissal of all claims and  
18 defenses in this Action, with or without prejudice; and (2) final judgment herein  
19 after the completion and exhaustion of all appeals, rehearings, remands, trials,  
20 or reviews of this Action, including the time limits for filing any motions or  
21 applications for extension of time pursuant to applicable law.

22 **VI. DESIGNATING PROTECTED MATERIAL**

23 A. Exercise of Restraint and Care in Designating Material for Protection  
24

1           1.       Each Party or Non-Party that designates information or items for  
2           protection under this Order must take care to limit any such designation  
3           to specific material that qualifies under the appropriate standards. The  
4           Designating Party must designate for protection only those parts of  
5           material, documents, items, or oral or written communications that  
6           qualify so that other portions of the material, documents, items, or  
7           communications for which protection is not warranted are not swept  
8           unjustifiably within the ambit of this Order.

9           2.       Mass, indiscriminate, or routinized designations are prohibited.  
10          Designations that are shown to be clearly unjustified or that have been  
11          made for an improper purpose (e.g., to unnecessarily encumber the case  
12          development process or to impose unnecessary expenses and burdens on  
13          other parties) may expose the Designating Party to sanctions.

14          3.       If it comes to a Designating Party's attention that information or  
15          items that it designated for protection do not qualify for protection, that  
16          Designating Party must promptly notify all other Parties that it is  
17          withdrawing the inapplicable designation.

18          B.       Manner and Timing of Designations

19          1.       Except as otherwise provided in this Order (*see, e.g.*, Section  
20          B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
21          Discovery Material that qualifies for protection under this Order must be  
22          clearly so designated before the material is disclosed or produced.

23          2.       Designation in conformity with this Order requires the following:  
24

1           a.     For information in documentary form (e.g., paper or  
2           electronic documents, but excluding transcripts of depositions or  
3           other pretrial or trial proceedings), that the Producing Party affix  
4           at a minimum, the legend “CONFIDENTIAL” (hereinafter  
5           “CONFIDENTIAL legend”), to each page that contains protected  
6           material. If only a portion or portions of the material on a page  
7           qualifies for protection, the Producing Party also must clearly  
8           identify the protected portion(s) (e.g., by making appropriate  
9           markings in the margins).

10          b.     A Party or Non-Party that makes original documents  
11          available for inspection need not designate them for protection  
12          until after the inspecting Party has indicated which documents it  
13          would like copied and produced. During the inspection and before  
14          the designation, all of the material made available for inspection  
15          shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
16          identified the documents it wants copied and produced, the  
17          Producing Party must determine which documents, or portions  
18          thereof, qualify for protection under this Order. Then, before  
19          producing the specified documents, the Producing Party must affix  
20          the “CONFIDENTIAL legend” to each page that contains Protected  
21          Material. If only a portion or portions of the material on a page  
22          qualifies for protection, the Producing Party also must clearly  
23          identify the protected portion(s) (e.g., by making appropriate  
24          markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

**VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

A. Timing of Challenges

1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer



1           1.       The Challenging Party shall initiate the dispute resolution process  
2                   under Local Rule 37.1 et seq.

3       C.       The burden of persuasion in any such challenge proceeding shall be on  
4       the Designating Party. Frivolous challenges, and those made for an improper  
5       purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6       parties) may expose the Challenging Party to sanctions. Unless the Designating  
7       Party has waived or withdrawn the confidentiality designation, all parties shall  
8       continue to afford the material in question the level of protection to which it is  
9       entitled under the Producing Party's designation until the Court rules on the  
10       challenge.

# 11   **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

## 12   A.       Basic Principles

13       1.       A Receiving Party may use Protected Material that is disclosed or  
14       produced by another Party or by a Non-Party in connection with this  
15       Action only for prosecuting, defending, or attempting to settle this Action.  
16       Such Protected Material may be disclosed only to the categories of  
17       persons and under the conditions described in this Order. When the  
18       Action has been terminated, a Receiving Party must comply with the  
19       provisions of Section XIV below.

20       2.       Protected Material must be stored and maintained by a Receiving  
21       Party at a location and in a secure manner that ensures that access is  
22       limited to the persons authorized under this Order.

## 23   B.       Disclosure of "CONFIDENTIAL" Information or Items

24

1           1.       Unless otherwise ordered by the Court or permitted in writing by  
2           the Designating Party, a Receiving Party may disclose any information or  
3           item designated “CONFIDENTIAL” only to:

4           a.       The Receiving Party’s Outside Counsel of Record in this  
5           Action, as well as employees of said Outside Counsel of Record to  
6           whom it is reasonably necessary to disclose the information for this  
7           Action;

8           b.       The officers, directors, and employees (including House  
9           Counsel) of the Receiving Party to whom disclosure is reasonably  
10          necessary for this Action;

11          c.       Experts (as defined in this Order) of the Receiving Party to  
12          whom disclosure is reasonably necessary for this Action and who  
13          have signed the “Acknowledgment and Agreement to Be Bound”  
14          (Exhibit A);

15          d.       The Court and its personnel;

16          e.       Court reporters and their staff;

17          f.       Professional jury or trial consultants, mock jurors, and  
18          Professional Vendors to whom disclosure is reasonably necessary  
19          for this Action and who have signed the “Acknowledgment and  
20          Agreement to be Bound” attached as Exhibit A hereto;

21          g.       The author or recipient of a document containing the  
22          information or a custodian or other person who otherwise  
23          possessed or knew the information;  
24

1 h. During their depositions, witnesses, and attorneys for  
2 witnesses, in the Action to whom disclosure is reasonably  
3 necessary provided: (i) the deposing party requests that the  
4 witness sign the “Acknowledgment and Agreement to Be Bound;”  
5 and (ii) they will not be permitted to keep any confidential  
6 information unless they sign the “Acknowledgment and Agreement  
7 to Be Bound,” unless otherwise agreed by the Designating Party or  
8 ordered by the Court. Pages of transcribed deposition testimony or  
9 exhibits to depositions that reveal Protected Material may be  
10 separately bound by the court reporter and may not be disclosed to  
11 anyone except as permitted under this Stipulated Protective Order;  
12 and

13 i. Any mediator or settlement officer, and their supporting  
14 personnel, mutually agreed upon by any of the parties engaged in  
15 settlement discussions.

16 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
17 **IN OTHER LITIGATION**

18 A. If a Party is served with a subpoena or a court order issued in other  
19 litigation that compels disclosure of any information or items designated in this  
20 Action as “CONFIDENTIAL,” that Party must:

- 21 1. Promptly notify in writing the Designating Party. Such notification  
22 shall include a copy of the subpoena or court order;
- 23 2. Promptly notify in writing the party who caused the subpoena or  
24 order to issue in the other litigation that some or all of the material

covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION**

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1           1.       Promptly notify in writing the Requesting Party and the Non-Party  
2           that some or all of the information requested is subject to a  
3           confidentiality agreement with a Non-Party;

4           2.       Promptly provide the Non-Party with a copy of the Stipulated  
5           Protective Order in this Action, the relevant discovery request(s), and a  
6           reasonably specific description of the information requested; and

7           3.       Make the information requested available for inspection by the  
8           Non-Party, if requested.

9       C.       If the Non-Party fails to seek a protective order from this court within 14  
10       days of receiving the notice and accompanying information, the Receiving Party  
11       may produce the Non-Party's confidential information responsive to the  
12       discovery request. If the Non-Party timely seeks a protective order, the  
13       Receiving Party shall not produce any information in its possession or control  
14       that is subject to the confidentiality agreement with the Non-Party before a  
15       determination by the court. Absent a court order to the contrary, the Non-Party  
16       shall bear the burden and expense of seeking protection in this court of its  
17       Protected Material.

18   **XI.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19       A.       If a Receiving Party learns that, by inadvertence or otherwise, it has  
20       disclosed Protected Material to any person or in any circumstance not  
21       authorized under this Stipulated Protective Order, the Receiving Party must  
22       immediately (1) notify in writing the Designating Party of the unauthorized  
23       disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
24       Protected Material, (3) inform the person or persons to whom unauthorized

disclosures were made of all the terms of this Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

## **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

## **XIII. MISCELLANEOUS**

### **A. Right to Further Relief**

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

### **B. Right to Assert Other Objections**

1. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 C. Filing Protected Material

4 1. A Party that seeks to file under seal any Protected Material must  
5 comply with Civil Local Rule 79-5. Protected Material may only be filed  
6 under seal pursuant to a court order authorizing the sealing of the specific  
7 Protected Material at issue. If a Party's request to file Protected Material  
8 under seal is denied by the Court, then the Receiving Party may file the  
9 information in the public record unless otherwise instructed by the Court.

10 **XIV. FINAL DISPOSITION**

11 A. After the final disposition of this Action, as defined in Section V, within  
12 sixty (60) days of a written request by the Designating Party, each Receiving  
13 Party must return all Protected Material to the Producing Party or destroy such  
14 material. As used in this subdivision, "all Protected Material" includes all copies,  
15 abstracts, compilations, summaries, and any other format reproducing or  
16 capturing any of the Protected Material. Whether the Protected Material is  
17 returned or destroyed, the Receiving Party must submit a written certification to  
18 the Producing Party (and, if not the same person or entity, to the Designating  
19 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)  
20 all the Protected Material that was returned or destroyed and (2) affirms that the  
21 Receiving Party has not retained any copies, abstracts, compilations, summaries  
22 or any other format reproducing or capturing any of the Protected Material.


23 Notwithstanding this provision, Counsel are entitled to retain an archival copy of  
24 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal

1 memoranda, correspondence, deposition and trial exhibits, expert reports,  
 2 attorney work product, and consultant and expert work product, even if such  
 3 materials contain Protected Material. Any such archival copies that contain or  
 4 constitute Protected Material remain subject to this Protective Order as set forth  
 5 in Section V.

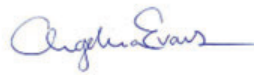
6 B. Any violation of this Order may be punished by any and all appropriate  
 7 measures including, without limitation, contempt proceedings and/or monetary  
 8 sanctions.

9  
 10  
 11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12 Dated: 6-23-2023

13   
 14 John Rundell, Esq.  
 15 Elias K. Fakhoury, Esq.  
 16 HERSHEY LAW, P.C.  
 17 Attorneys for Plaintiff, JAY SHEK

18 Dated: June 23 2023

19   
 20 Diana Tabacopoulos, Esq.  
 21 Angelina T. Evans, Esq.  
 22 Attorneys for Defendant, CHARLES SCHWAB  
 23 BANK, SSB

24  
 20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21 Dated: July 5, 2023

22   
 23 HONORABLE MARGO A. ROCCONI  
 24 United States Magistrate Judge



**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was issue  
 by the United States District Court for the Central District of California on  
 \_\_\_\_\_ in the case of *Jay Shek v. Charles Schwab & Co., Inc.*; Case No.  
 2:22-cv-09162-JLS-MAR. I agree to comply with and to be bound by all the terms of  
 this Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item that is  
 subject to this Stipulated Protective Order to any person or entity except in strict  
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with this  
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_